

EXHIBIT A

TO REGISTRATION STATEMENT

*Under the Foreign Agents Registration Act of 1938, as amended*

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant  Doyle Dane Bernbach, Inc.		2. Registration No.  1066
3. Name of foreign principal  National Federation of Coffee Growers of Colombia	4. Principal address of foreign principal  140 East 57 Street New York, New York 10022	

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) \_\_\_\_\_

☐ Individual - State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

National Federation of Coffee Growers of Colombia

b) Name and title of official with whom registrant deals.

Dr. Bernardo Rueda - Minister Counsellor

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

not applicable

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

not applicable

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal . . . . Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal . . . . . Yes ☐ No ☒


Subsidized in part by a foreign government, foreign political party, or other foreign principal . . . . . Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The National Federation of Coffee Growers of Colombia is a part of the government of Colombia. The directors are appointed by the government and all activities are carried on subject to government approval and financing.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

not applicable

Date of Exhibit A October 5, 1971	Name and Title Kenneth J. Worland Vice-Pres. & Assistant Treas.	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

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REGISTRATION SECTION

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Doyle Dane Bernbach Inc.	National Federation of Coffee Growers of Colombia

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.


To promote use of Colombian Coffee through advertising.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To plan and execute advertising program to promote use of Colombian coffee.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
October 15, 1971	K. J. Worland Vice President & Assistant Treasurer	

<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**DOYLE · DANE · BERNBACH · INC.**

TO: NATIONAL FEDERATION OF COFFEE GROWERS OF COLOMBIA  
120 WALL STREET, NEW YORK, N. Y.

We hereby agree to serve as your advertising agency in accordance with the following terms:

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REGISTRATION SECTION

AGENCY SERVICES

We will perform the following services for you:

1. Study your problems, analyze your present and potential markets.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
  - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media.
  - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
  - c. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
  - d. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies and is regarded as good practice.
  - e. Audit and pay invoices for space, radio or television time, preparation and services.
5. Cooperate with your sales work to make your advertising more effective.

GENERAL PROVISIONS

We agree to refrain during the life of this agreement from acting as advertising agency for any products directly competitive with Colombian Coffee without your written consent, and you similarly agree not to engage the services of any other advertising agency without first obtaining our written consent.

We agree to secure your approval of all expenditures in connection with your advertising.

We will keep in our care advertising materials entrusted to us as your property for a reasonable length of time and will use reasonable precaution to secure their return from third parties.

You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions: but you agree to assume our liability for all commitments, and to reimburse us for any losses we may sustain derived therefrom, and for all expenses incurred in connection with your advertising on your authorization, and to pay us any service charges relating thereto, in accordance with the provisions of this agreement.

Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

You will indemnify us against any loss we may sustain as the result of any claim, suit or proceedings made or brought against us based upon any assertions made for any of your products (or services) in any advertising which we may prepare for you and which you approve before its publication.

We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

#### CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15% agency commission, you agree to pay us at current published rates plus an amount which, together with the commission, if any, allowed by media, will yield us 15% of our total charge to you before cash discount.

#### RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the amount due at the rate named in the contract and the amount due at the rate applicable to the quantity of space or time used, in accordance with such short rate payments as we may be obligated for in connection with your advertising.

If, in a medium having a schedule of graduated rates, more space or time than contracted for is used, we shall refund to you any excess you may have paid us over the amount due at the rate earned in accordance with such refunds as may be made to us by media.

We shall refund or credit to you any other funds received by us in connection with advertising space, time, or materials, for which you have paid us.

#### CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

#### CHARGES FOR MATERIALS AND SERVICES PURCHASED

You agree to pay us the net cost, before deduction of cash discount, of all materials and services (other than space and time) purchased for you on your authorization, plus 15% of such net cost. Items to be billed on this basis include the following:

Art work, layouts, engravings, electros, typography, mats, transcriptions, film and other mechanical parts, storyboards, jingles, radio and TV talent, programs and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations, etc.

If an agency commission is allowed by broadcasters on network or station shows or on talent or other production costs, such commission will be retained by us.

#### CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

#### CHARGES FOR SPECIAL SERVICES PERFORMED BY US

1. For the services listed below, performed by us on your authorization (as distinguished from services bought outside our organization), you agree to pay us such amount as shall be agreed upon between us in advance or, in the absence of such agreement, at cost plus 15% (such cost shall include direct salaries incurred, overhead and cash outlays):

Direct mail	Storyboards
Publicity	Finished art
Special research	Package design
Layouts	Jingles
Rescale layouts and mechanical make-up	Preparation of sales and service materials

2. You agree to reimburse us such cash outlays as we make in your behalf in connection with the following:

Forwarding and mailing (including packing, postage express, taxes, import duties)  
Long distance telephoning and telegraphing  
Traveling (including sales conventions)  
Copyrighting of advertising matter  
~~Taxes and interest~~

#### MINIMUM ANNUAL COMPENSATION

~~It is agreed that the minimum annual compensation to us will be at the rate of \$ / month, payable in equal monthly installments.~~  
~~Against this sum we will credit to you all commissions received from media and all commissions we add to production, art, mechanical and other charges. When \$ / in commissions is earned by us for the year the regular terms of this agreement come into force. Credits will be made monthly against a pro-rated share of the annual fee with a final annual adjustment. In the event the agreement is terminated by either party at a time other than at the end of a 12-months period, the amount due us shall be adjusted on a monthly basis - each month to equal 1/12 (one-twelfth) of the minimum annual compensation of \$ / to the agency or the earned commission, whichever is greater.~~

#### TERMS OF PAYMENT

Two fundamental principles on which the client-agency-medium financial relationship is based are (1) that the advertising agency shall finance its own service, but not the advertising of its clients, and (2) that the advertising agency is held by media as solely liable for payment. Therefore, it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date. **Payments are to be made in the United States in American Dollars.**

We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payment under this agreement.

#### TERMINATION OF AGREEMENT

This agreement will become effective August 27, 1959 and shall continue in force from that date until terminated by 90 days' notice in writing given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

The rights, duties and responsibilities of the agency shall continue in full force during the period of notice including the ordering and billing of advertising in media whose closing dates fall within such period.

Any uncancellable contract made on your authorization and still existing at the expiration of the agreed-on interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Upon the termination of this contract, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

However, at termination, unused or unpublished advertising plans and ideas prepared by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, etc.

#### EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

Doyle Dane Bernbach Inc.

#### CLIENT'S ACCEPTANCE

BY Maxwell Dane

This agreement is accepted by

BY [Signature]

Date \_\_\_\_\_